

**REQUEST FOR PROPOSALS
FOR
CREATION OF A MOBILE DEVICE
APPLICATION FOR THE
SAN BERNARDINO POLICE DEPARTMENT**



**CITY OF SAN BERNARDINO
290 North D Street
San Bernardino, California 92401**

**Telephone: (909) 384-7272
<https://www.ci.san-bernardino.ca.us/>**

**CITY OF SAN BERNARDINO
NOTICE INVITING PROPOSALS**

RFQ F-21-11

CREATE MOBILE DEVICE APPLICATION FOR POLICE DEPARTMENT

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of San Bernardino ("City") online via the Planet Bids web site until **October 26, 2020 by 3:00 PM**. Proposals received after this date and time will be rejected by the City. Faxed or e-mailed proposals will not be accepted.

The City of San Bernardino is seeking written proposals from firms to create a mobile device application that would allow for interaction between the public and police department.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

Interested proposers may download copies of the Request for Proposals by visiting the City's web site at:

http://www.ci.san-bernardino.ca.us/services/request_for_bids/all_bids.asp.

For more information regarding the RFQ, please contact:

Vanessa Slouka
Slouka_va@sbcity.org
Assistant Buyer
(909)384-5346

SECTION I

INSTRUCTIONS TO BIDDERS

A. Examination of Bid Documents

1. By submitting a bid, the Bidder represents that it has thoroughly examined and become familiar with the items required under this Request for Quote (RFQ) and that it is capable of quality performance to achieve the City's objectives
2. The City reserves the right to remove from its mailing list for future RFQs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive RQs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

B. Addenda

The City reserves the right to amend this RFQ prior to the Proposals due date. All amendments and additional information will be posted to Planetbids, found under the San Bernardino Purchasing page (www.sbcity.org) request for bids; bidders should check this web page daily for new information.

C. Submitting Requests

All questions, clarifications, or comments must be submitted via the Planetbids.com website no later than 3:00 pm, (Pacific Standard Time) on Monday October 12, 2020 <https://www.planetbids.com/portal/portal.cfm?CompanyID=39495>

D. City Responses

Responses from the City will be posted to the Planetbids website, <https://www.planetbids.com/portal/portal.cfm?CompanyID=39495> by October 16, 2020.

E. Submission of Proposals

Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 3:00 pm on Monday October 26, 2020 Please allow time for process your bid. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted. The web site may be accessed here:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39495>

F. Acceptance of Bids

1. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.

2. The City reserves the right to withdraw this RFQ at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this RFQ.
3. The City reserves the right to postpone the bid due date for its own convenience.

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing its bid in response to this RFQ;
2. Submitting the bid to the City;
3. Negotiating with City in any matter related to this bid; or
4. Any other expenses incurred by the Bidder prior to the date of award, if any, of the agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as a part of its bid.

H. Contract Award

Issuance of this RFQ and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to postpone the bid opening for its own convenience, to accept or reject any or all bids received in response to this RFQ, and to negotiate with other than the selected Bidder(s) should negotiations with the selected Bidder(s) be terminated. **The City also reserves the right to apportion the award among two or more Bidders.**

I. Acceptance of Order

The successful Bidder will be required to accept a Purchase Order in accordance with and including as a part thereof the published Notice Inviting Bids, and the RFQ documents including all requirements, conditions and specifications contained therein, with no exceptions other than those specifically listed in the written purchase order.

J. Business License

The City's Business Ordinance requires that a Business doing business with the City obtain and maintain a valid City Business Registration Certificate during the terms of the Agreement. Bidder agrees to obtain such Certificate prior to undertaking any work under this Agreement.

SECTION II

SCOPE OF SERVICES

A. Background

The City of San Bernardino was founded in 1810 and serves as the county seat for the County of San Bernardino. The population of the City is approximately 221,000 and the City covers approximately 62 square miles. San Bernardino is located approximately 60 miles east of Los Angeles, and is considered to be part of the Inland Empire Area of Southern California. The San Bernardino Police Department currently employs approximately 400 personnel, with approximately 240 of those employees being sworn peace officers.

In 2019 the City of San Bernardino returned to the Community Oriented Policing model and established a goal of improving communication, service, and the relationship between the Police Department and the public it serves. The first stages of working toward this goal involved the establishment of five policing districts within the city. Each of these areas was assigned a Lieutenant, Sergeant, and two or more officers to deal with the issues important to the public within their respective areas. These issues ranged from criminal behavior to public nuisances. Additionally, the staff assigned to each area was tasked with building a stronger connection between the Police Department and Community through attendance at community meetings, educational campaigns, and positive public interactions.

The Police Department's Community Affairs Division supported this Community Policing effort by increasing activity regarding press releases, social media posts, and the production of video recorded public service announcements. These actions, in combination with the Community Oriented Policing approach, did serve to increase interaction between the Police Department and Community, and the results have been positive overall.

In 2020 the COVID 19 pandemic began and impacted Police Department operations. The Police Department's ability to continue in person community outreach activities was significantly diminished due to social distancing restrictions. Patrol operations were modified to meet the needs of public and employee safety, resulting in many types of calls for service that patrol officers previously handled in person being diverted to on line or telephone reporting formats. These issues have highlighted the need for additional options that would allow the public to obtain information or services from the Police Department quickly and conveniently, while also supporting the goals of the Community Oriented Policing philosophy.

B. Statement of Work

The City of San Bernardino Police Department is seeking vendors to provide an application capable of operating on mobile devices that would allow for the exchange of information between the Police Department and public along with access to some police services.

C. Requirements

The application should include, but not be limited to, the following features:

1. Capable of operation on both Android and IOS platforms;
2. Allow the police department administrative access to create and alter content within the application along with the ability to manage user roles and permissions;
3. Include technical support;
4. The ability to review historical analytics regarding use of the application and real-time analytics on push notifications;
5. Available to an unlimited number of end users;
6. Connection to the San Bernardino Police Department's Coplogic online reporting system;
7. Allow users access to Police Department pages on social media platforms such as Facebook, Instagram, Next Door, YouTube, and Twitter;
8. Allow administrative users to construct a single social media post within the application that will format and publish those posts to the Department's various social media pages;
9. The capability of receiving tips from citizens;
10. The ability to publish public safety alerts and push real-time notifications (preferably to users in specific geographic boundaries) to application users;
11. Frequently asked questions and answers;
12. Access to a calendar of upcoming events;
13. Address book for public use to contact divisions of the Police Department, the City, and other important resources;
14. Graphics consistent with the Police Department's brand;
15. The ability to access the State of California Megan's Law's public information site regarding sex offenders;
16. Connection to the City's crime maps;
17. Connection to the San Bernardino Police Department's recruiting webpage and the City's on line job application system;
18. Training for administrative users;

SECTION III

BID CONTENT AND PRICE FORM

A. Bid Format and Content

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address, and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgement of receipt of all RFQ addenda, if any;
- d. name, title, address, and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 120 days from the date of submittal.

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFQ, stating "technical" exceptions on the Technical Specifications form, and "contractual" exceptions on a separate sheet of paper. Where Bidder wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained.

3. Qualifications, Related Experience and References of Bidder

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- a. names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work

- b. a summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- c. Provide at least five references that received similar services from your firm.

The City of San Bernardino reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client name
- Project description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

This section of the bid should establish the ability of Bidder to satisfactorily perform the required work by reasons of experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client reference. Bidder shall:

- A. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees;
- B. Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ;
- C. Provide, as minimum, three references from current customers of a similar size as the City as related experience; reference shall furnish the name, title, email, address, and telephone number of the person(s) and the client organization who is most knowledgeable about the work performed.

1. Appendices

Information considered by Bidder to be pertinent to this RFQ and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. Licensing and Certification Requirements

By submitting a bid, Bidder warrants that any and all licenses and/or certifications required by law, statute, code, or ordinance in performing under the scope and specifications of this RFQ are currently held by Bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification

shall be included in Bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

C. Cost and Price Forms

Bidder shall complete the Cost/Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days." Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

Freight terms shall be F.O.B. Destination, Full Freight Allowed, unless otherwise specified on price form.

Terms and conditions as set forth in this RFQ apply to this bid

Cash discount allowable % _____ days; unless otherwise stated, payment terms are:
Net thirty (30) days.

This bid has been reviewed and found to be correct and final. The undersigned is authorized to provide pricing:

Name and Title of Authorized Representative: _____

Signature: _____

Company Name: _____

Address: _____

Phone/Fax: _____

Email: _____

SUBCONTRACTOR'S LIST

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION CITY

Print Name

Signature of Bidder

Company Name: _____

Address: _____

REJECTION OF BIDS

The undersigned agrees that the City of San Bernardino reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do seems to best serve the public interest.

SECTION IV

GRANT REQUIREMENTS

Funding Agency Requirements

1. Local Preference does not apply
2. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards (Exhibit A attached to documents tab)
3. Award will not be made to any party that is debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov)
4. The City of San Bernardino intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.323, in the case that only one bid is received that is both responsive and received from a qualified and responsible bidder, the City reserves the right to negotiate pricing and profit margin prior to award. Bidder agrees to provide sufficient cost and pricing information for such negotiations.

SECTION V

GENERAL SPECIFICATIONS

1. Each bid shall be in accordance with Request for Proposal (RFQ) Number RFQ F-21-11. All specifications are minimum. Bidders are expected to meet or exceed these specifications as written. Bidder shall attach to their bid a complete detailed itemization and explanation for each and every deviation or variation from the RFQ specifications and requirements. Conditional bids, or those that take exception to the RFQ specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all bids and to award a contract to the bidder whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices bid.
4. Bids shall be firm offers, subject to acceptance or rejection within 120 days of the opening thereof.
5. Regular dealer. No bidder shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each bidder shall submit with their bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each bidder must state in their bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of

San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.

10. Each bidder shall list in their bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the bid.
11. Successful bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as bid and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, October 1, 2017 computed at the rate of 8.0%, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any bid. Bidders furnishing bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly accepted in the bid.
15. The items which the bidder proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to these RFQ specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a bid, each bidder agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Manager of the City of San Bernardino. The City shall not unreasonably refuse such extension.

19. Contract. Each bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the price bid and in complete accordance with all provisions of RFQ F-21-1. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.
20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the notice inviting bids, RFQ F-21-11 the Contractor's bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all bids.
23. Prompt payment. Each bidder may stipulate in their bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. NOTE: prompt payment discounts will only be used during bid evaluation in the case of ties.
24. Inquiries. Direct all inquiries through Planetbids the answers to material questions will be provided to all potential bidders.
25. Bid/Price forms. No bid will be acceptable unless prices are submitted on the price forms above (page 9) and Planetbids price form, and all required forms are completed and included.

26. Time. All bids must be uploaded before 3:00 PM, PST Monday October 26, 2020. Allow time for system to process your bid on time. Any bid may be withdrawn by bidder prior to the above scheduled time. Any bid received after that time and date specified will be rejected.
27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. Equipment. In the purchase of equipment, Contractor shall be required to furnish one (2) OPERATORS MANUAL and one (2) PARTS MANUAL for all equipment bid.
29. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) day notification to the City if said policies are terminated or materially altered.
32. FAITHFUL PERFORMANCE BOND/BID BOND. The Funding Agency requires a Faithful Performance Bond on equipment purchases in excess of \$250,000, and all vehicle, aircraft, and watercraft purchases. In this event, the Contractor will be required to furnish a cashier's check, certified check or faithful performance bond / bid bond made payable to the City of San Bernardino in an amount equal to 100% / 10% of the bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.

33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFQ.
34. By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.
35. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
36. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.